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4-1-1942

May Associated Stores and Retail Clerks International Protective Association, Local 12, AFL (1942)

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May Associated Stores and Retail Clerks International Protective Association, Local 12, AFL (1942)

Location

Columbus, OH

Effective Date

4-1-1942

Expiration Date

4-1-1943

Number of Workers

64

Employer

May Associated Stores

Union

Retail Clerks International Protective Association

Union Local

12

NAICS

44

Sector

Private

Item ID

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Comments

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Retail Clerks #12
Columbus, Ohio
13-3/-43 (AFL)

✓ R14-43-95

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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN The Home Furnishing Company, The Hub Furniture and Carpet Company, May and Company, May's Trade-In-Store, Home's Trade-In Store, Hub's Trade-In Store, The Hadley Company and Lord's, Inc., said corporations being known also as May's Associated Stores, all of Columbus, Ohio, and each of said corporations being referred to hereinafter as the Employer, and the Retail Clerk's Protective Association, Local Number Twelve, of Columbus, Ohio, hereinafter sometimes called the Union and sometimes called the Employee, executed and signed by the parties hereto and each of them, on the 20th day of May, 1941, is hereby renewed in all its terms, conditions and provisions, the same as if completely written herein, except that the terms, provisions and conditions of said Agreement hereinafter specifically referred to are modified, altered and changed by the parties to this Agreement, and the parties hereto mutually agree to such modifications, alterations, changes and additions, as follows:

ARTICLE I, PARAGRAPH TWO

This Agreement applies to and covers all employees in positions subordinate to the position of store manager, except office clerks and advertising, delivery and transportation employees, but it does include credit men. All such covered employees shall be eligible to membership in the Union and membership in good standing in the Union shall be a condition of their continued employment. The Employer also agrees that he will not employ or re-employ anyone who has been suspended from the Union for any cause whatsoever. The Union agrees to furnish all new employees with a working permit for a thirty (30) day trial period. At the end of the trial period, if qualified for permanent employment, and if working more than (1) one day per week, such new employees shall become paid-up members in the Union. This provision shall not apply to the employment of persons who are skilled or specialized in sales promotion, advertising, display, decorating or other like employment, but does apply to all persons actually engaged in selling to customers.

ARTICLE III, PARAGRAPH FIVE

Said minimum wages shall be paid weekly. Commissions shall be paid between the 7th and 10th of the month following the month in which the merchandise is sold and no penalties, reserves, fines or other deductions shall be withheld from salary or commissions, except that salesmen shall be charged for errors in omitting merchandise on the original bill and in omitting trade-in allowance. Where merchandise has been sold and delivered and is thereafter taken back or repossessed, the amount of the sale shall be charged back in computing the salesman's commission for the month in which the merchandise is taken back or repossessed, provided that no such charge shall be made for take-backs or repossessions more than six (6) months after delivery of the merchandise to the customer. Where delivery has not been made and a contract is cancelled, the charge-back will be made in the month in which the contract is cancelled.

.2.
ARTICLE III, PARAGRAPH SEVEN

All employees, other than senior and junior salesmen, who are at the date of the signing of this Contract, being paid less than the minimum weekly salary provided for in the classification in which they are employed, shall be increased to the minimum weekly salary as provided in the classification of employees hereto attached and made a part of this Contract, said increase to begin as of the date of the executions of this Contract. All employees, other than junior and senior salesmen, being paid the minimum, or more than the minimum weekly salary provided for in the classification in which they are employed, shall receive a five (5%) per cent salary increase above the weekly salary amount which he or she is now receiving, said increase to begin as of the date of the execution of this Contract and said increase to be figured according to the nearest quarter of a dollar. However, it is agreed that the following named employees, Corinna Jones Arthur Dupler, Daniel Goff, Elmer Titus, Joseph Steed, and Stnaley Ayers, shall not receive such five (5%) per cent weekly increase, as they have all received a substantial salary increase since the first of the year 1942.

The provisions of this Contract relating to the payment of a bonus, as set forth in Article III. Paragraph 7 of the Contract before modified, are hereby terminated as of the date of the execution of this Contract, except that a proportionate bonus, as provided in the Article and Paragraph heretofore referred to, with reference to bonus, shall be paid to each employee still in the employment of the employer at the time of payment, in those stores which earn ten (10%) per cent of their net sales during the year 1942, for the months of January, February and March, 1942.

ARTICLE III, PARAGRAPH EIGHT

No employees' salary or wages shall be reduced during the term of this Contract below the amounts hereby fixed, provided that nothing herein contained shall prevent the payment to any employee of salary or wages higher than that herein fixed for such employee or prevent the Employer from restoring an employee to his original position and original basis of pay, in the event that a change in position of an employee, with an accompanying increase in pay, shall not have worked out satisfactorily to the Employer or the employee.

ARTICLE IV, PARAGRAPH TWO

It is also agreed that if the other major downtown furniture stores, other than those covered under this Agreement, close at six (6) P. M. on Saturday nights at any time during the year, the stores covered under this Agreement will also close at 6:00 o'clock P. M. on Saturday nights, if the Union so desires.

ARTICLE V, PARAGRAPH TWO

Each employee, who by August 1st, 1941, shall have been in the employ of the Employer for one year or more, even though said employment may have been in different stores, shall be entitled to a yearly vacation of one (1) week, with full pay. Each employee, who by August 1st, 1941, shall have been in the employ of the Employer for three (3) years or more, even though said employment may have been in different stores, shall be entitled to a yearly vacations of two (2) weeks, with full pay. Each employee shall have the privilege of taking his or her vacation between July first and September first in each year. However, if it is mutually agreeable to both the Employer and employee, the vacation period or any part thereof may be designated for some other time.

ARTICLE LX, PARAGRAPH ONE

The Employer agrees to pay to each employee, as minimum weekly wages, the amounts set opposite the employee's classification, as follows:

CLASS A STORES

Credit Managers	\$ 35.00
Ass't Credit Managers.....	27.50
Outside Collector.....	27.50
Shipping or receiving clerk.....	32.50
Ass't Shipping or receiving clerk.....	25.00
Cabinet makers.....	30.00
Finishers.....	30.00
Electric Service men.....	28.00
Furniture and Stove service men.....	25.00
Utility men (1st class) over 1 year Exper..	20.00
Utility men (beginners) less than 1 year Exp	18.00
Porters or Janitors.....	19.00
Elevator girls.....	12.00
Dust girls.....	10.00

CLASS B STORES

Credit managers.....	30.00
Ass't. credit managers.....	25.00
Outside collector.....	25.00
Shipping or receiving clerks.....	25.00
Ass't shipping or receiving clerks.....	
Cabinet makers.....	25.00
Finishers.....	25.00
Electric service men.....	28.00
Furniture or stove service men.....	25.00
Utility men (1st class) over one year exp..	19.00
Utility men (beginners) less than one year exp	18.00
Porter or Janitors.....	19.00
Elevator girls.....	12.00
Dust girls.....	10.00

It is also agreed that there is not more than one (1) man in the shipping department at Lord's, Hub Trade-In and Home Trade-In stores, the minimum weekly salary payable in those said stores will be Twenty-one and 50/100 (\$21.50) per week.

Signed this 3rd day of April, 1942, by the duly authorized representatives of the parties hereto.

RETAIL CLERKS INTERNATIONAL
PROTECTION ASSOCIATION? LOCAL #12

By Reese E. Jones
By J. H. Anderson Secretary
By Gordon E. Williams
Business Agent

Employer May Associated Stores
Rudolph J. Klemperer
Acting for all of the corporations
mentioned in the foregoing agreement

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN The Home Furnishing Company, The Hub Furniture and Carpet Company, May and Company, May's Trade-In Store, Home's Trade-In Store, Hub's Trade-In Store, The Hadley Company and Lord's Inc., said corporations being also known as May's Associated Stores, all of Columbus, Ohio, and each said corporations being referred to hereinafter as the Employer, and The Retail Clerks' International Protective Association, Local Number Twelve, of Columbus, Ohio, hereinafter called the Union and sometimes called the Employee. WITNESSETH:-

That the parties hereto have mutually covenanted and agreed as follows:-

ARTICLE I

Cooperation Between Employer and Union.

1. The Union will use its influence, and each of the members of the Union will use their influence to promote the welfare and business of the Employer in every manner and by every means reasonably available to the Union and to the members thereof. The Union will endeavor to obtain and furnish the Employer with mailing lists of A. F. of L. Union members residing in the Columbus metropolitan district and will endeavor to keep such lists current and correct as to addresses of Union members. Such lists shall be confidential and shall not show the place of employment of any persons. The Union will loan to the Employer a Union Store Card to be displayed on the premises, which card will remain the property of the Union and will be surrendered to the Union upon demand in case of a bonafide grievance or breach of contract. The members of the Union will, at all times, recommend that other A. F. of L. Union members patronize the stores of the Employer.

2. This agreement applies to and covers all employees in positions subordinate to the position of store manager except office clerks and assistants, and advertising, delivery and transportation employees, but it does include credit men. All such covered employees shall be eligible to membership in the Union and membership in good standing in the Union shall be a condition of their continued employment. The Union agrees to furnish all new employees with a working permit for a thirty day trial period. At the end of the trial period, if qualified for permanent employment, and if working more than one day per week, such new employees shall become paid-up members in the Union. This provision shall not apply to the employment of persons who are skilled or specialize in sales promotion, advertising, display, decoration, or other like employment but does apply to all persons actually engaged in selling to customers.

ARTICLE II

Classification of Employment

1. IT is hereby agreed that the employer may employ only one Junior salesman to every three senior salesman in Class A stores. During the thirty day period preceding December 25th, in any year this rule may be suspended.

2. There shall be only one store manager for each store.

3. Seniority shall govern all lay-offs and all promotions, ability being sufficient.

4. No female employees are to be employed as sales persons except that female employees may be assigned to sell such articles as toys, leaders and other articles which are only incidental to the merchandising of furniture.

ARTICLE III

WAGES

1. The minimum wage for all senior salesmen shall be thirty-five (\$35.00) dollars per week. In addition, a senior salesman shall receive one per cent (1%) commission on the first One Thousand Dollars (\$1,000.00) on his net monthly sales and Two per cent (2%) commission on his net monthly sales over One Thousand Dollars (\$1,000.00) and not exceeding Seven Thousand Dollars (\$7,000.00); provided that in any month in which a senior salesman's net monthly sales shall equal or exceed Seven Thousand Dollars (\$7,000.00), he shall be paid a straight four per cent (4%) commission on his net monthly sales and minimum wage received during the month shall be charged against the commissions due him, but if the mark-up on his sales of merchandise other than electrical merchandise shall be at number or better, he shall receive an additional one per cent (1%) commission.

2. The minimum wage for all junior salesmen shall be twenty-five dollars (\$25.00) per week. In addition, a junior salesman shall receive one per cent (1%) commission on the first Two thousand dollars (\$2,000.00) of his net monthly sales and two per cent (2%) commission on his net monthly sales over Two Thousand dollars (\$2,000.00).

3. All sales completed by a store manager shall be allocated among the regular salesmen on the floor. Such allocations shall be made by assigning the sales to the salesmen in rotation or in such other manner as will, as nearly as possible, distribute the credit for such sales equally among the senior salesmen. No PMS shall be credited in the case of such sales and after a customer has been sold to another salesman and finally, as a last resort, to the store manager, there will be no commission on such sale.

4. Commissions shall be based on sales entered, whether for cash or terms and regardless of delivery date, provided such sales are accepted by the employer. Sales tax and carrying charges shall not be computed as a part of a sale in determining the commission and trade-in allowance shall be deducted in arriving at net sales.

ARTICLE III cont'd

5. Said minimum wages shall be paid weekly. Commissions shall be paid on the 10th of the month following the month in which the merchandise is sold and no penalties, reserves, fines or other deductions shall be withheld from salary or commissions, except that salesmen shall be charged for errors in omitting merchandise on the original bill and in omitting trade-in allowances. Where merchandise has been sold and delivered and is thereafter taken back or repossessed the amount of the sale shall be charged back in computing the salesman's commission for the month in which the merchandise is taken back or repossessed, provided that no such charge shall be made for take-backs or repossessions more than six (6) months after delivery of the merchandise to the customer. Where delivery has not been made and a contract is cancelled, the charge-back will be made in the month in which the contract is cancelled.

6. No employees other than porters, dust girls and elevator operators shall be paid at a rate of less than Eighteen Dollars (\$18.00) per week.

7. Attached hereto is a schedule showing the names of employees and their present salaries. Commencing with the pay of May 23rd, 1941, each such employee shall receive the weekly salary set after his or her name in the column headed "increased weekly salary", and if the store in which such employee is employed, shall earn ten per cent of its net sales during the year 1941, such employees shall receive in addition to the increased weekly salary, as specified, a bonus on the amount set after his or her name in the column headed "bonus", to be paid on or before January 10th, 1942. Said Union shall have the right by a designated representative to inspect the books of each particular store, the subject of this agreement, to verify the accuracy of the figures showing the business transacted and the earnings, upon the basis of which the said bonus is calculated.

8. No employee's salary or wages shall be reduced during the term of this agreement below the amounts hereby fixed, provided that nothing herein contained shall prevent the payment to any employee of salary or wages higher than that herein fixed for such employee or prevent the Employer from restoring an Employee to his original basis of pay in the event that a change in position of an employee, with accompanying increase in pay, shall not have worked out satisfactorily to the Employer or the Employee.

ARTICLE IV

HOURS

1. The stores will be open at eight-thirty a.m. every day except Holidays, and will be closed at five-thirty p.m. Monday through Friday, and at nine p.m. on Saturdays.

2 It is further agreed that, in addition to the hours heretofore specified, the stores, or any of them, may remain open until nine p.m. during six (6) additional evenings in any six (6) month period said evenings to be selected by the Employer. If the Employer desires to have the stores, or any of them, remain open for special evening sales in addition to the evenings hereinafter agreed upon, the consent of the salesmen and the

ARTICLE IV cont'd

credit men in each particular store concerned must first be obtained.

It is further agreed that the stores, or any of them, may remain open until nine p.m. on such evenings during the month of December in any year as may be the case in respect of similar competing stores in the downtown area.

3. All salesmen and credit men shall be on duty at all times when stores are open except that they shall have one (1) hour off for lunch each day and one (1) hour off for dinner when the store is open in the evenings. Whenever the store is open for business in the evening any credit men who are required to return to work in the evening shall be allowed fifty (50) cents supper money.

4. Any salesman may make night appointments. If the manager desires the salesmen to make night appointments, he shall select senior salesmen in turn, unless a particular salesman is requested by a bonafide customer, and no salesman shall be required to make more than four (4) night appointments in any one month unless he so desires and any credit man who is required to be on duty in connection with such appointment shall receive fifty (50) cents in addition to his fifty cents (.50) supper money.

5. All employees, except salesmen and credit men, shall work eight (8) hours per day with time and a half for overtime.

6. Employees shall not be required to work on Sundays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. There shall be no deductions in pay for any of these days. When a Holiday falls on Sunday, the following Monday shall be observed.

ARTICLE V

EMPLOYMENT CONDITIONS

1. There shall be no charges or fines for breakage or unavoidable damage or mistakes caused by warehouse employees while in the performance of their duties.

2. Each Employee, who, by August 1, 1941, shall have been in the employ of the employer for one (1) year or more, even though said employment may have been in different stores, shall be entitled to a yearly vacation of one (1) week with full pay. Each employee, who by August 1, 1941, shall have been in the employ of the Employer for three (3) years or more, even though said employment may have been in different stores, shall be entitled to a yearly vacation of two (2) week with full pay. The Employer may designate the vacation period for any employee but each employee who is entitled to a vacation shall have a vacation of at least seven (7) consecutive days during the period of from July 1st to September 1st, and remaining vacation shall be seven (7) consecutive days at some other time of year, preferably in the months of January and February.

3. When an Employee, with the approval of the store manager uses his or her car for service calls, or any errand for the store, such employee shall receive at least one Dollar (\$1.00), whether the car is used all day or not.

ARTICLE V cont'd

When an employee, with the approval of store manager, uses his or her car for service calls, or any errand for the store, on a trip out of Franklin County, the car allowance shall be One dollar (\$1.00) plus three cents (.03) per mile for each mile driven on such call or errand.

4. One week's notice or one week's pay must be given an employee in the event he is layed off or discharged. Employees must give the employer one week's notice of their intention to terminate their employment unless the Employer waives notice. No Employee shall be discharged without a hearing unless such discharge shall be for dishonesty or drunkenness during business hours. No position shall be abolished for the purpose of bringing about the discharge of an employee.

5. In the event that the employee is discharged for any other reason, the Employer, upon the request of the discharged employee, shall present to such employee the reasons for such discharge. If the Employer so desires, he may require that said request of said employee shall be in writing and signed by said employee. If the employee shall request a hearing by the Grievance Committee, both the Employer and the Employee shall have the right to be present.

6. The Employer agrees that in hiring and promoting employees, in discharging any inefficient or incapable employee, in laying off or discharging employees at the termination of the work for which they are hired and in any other changes incident to the operations of the businesses of the different stores, the Employer will act solely on the basis of merit and the necessities of the business, without malice or discrimination, endeavoring to advance employees and to promote old employees in accordance with seniority, whenever the employee has the ability to handle the job, and to discharge an employee only after a fair trial period; but the selection, retention, promotion and discharge of employees is essentially the province of the management.

ARTICLE VI

SETTLEMENT OF DIFFERENCES

1. A Grievance Committee consisting of Rees Jones, Roy Black and Isadore Rosenfeld shall represent the Union in cooperating with the Employer in an earnest effort to settle all troubles of any kind which may arise in the store or any one of them.

2. Matters involving a particular employee, other than the matter of a discharge, shall be taken care of in the following manner:-

1st, between the Employee, or his representative, and the store manager. If they are unable to agree with reference to the matter in dispute, then

2nd, the attempted adjustment shall be between the Employee, or his representative, and the general manager. If no agreement shall be reached in that case, then the matter shall be settled by the Grievance Committee and a representative of the Employer and the employee in question shall have the right to appear personally or be represented when the matter is being determined.

article VI cont'd

3. Any dispute or difference with respect to the provisions of this agreement, including a dispute respecting the reason for an Employee's discharge, shall be taken care of in the following manner:

1st, an adjustment shall be attempted between the Grievance Committee and the general manager, and if such attempted adjustment is unsuccessful, then,

2nd, either party shall have the right to ask for arbitration in which event the management shall select one arbitrator and the Union shall select another arbitrator and the two selected shall choose a third person to act as an arbitrator. Each side shall select an arbitrator within forty-eight (48) hours after being requested to do so by the other. If the two arbitrators are unable to select a third arbitrator within forty-eight (48) hours after their appointment, they shall choose by lot a judge of the Court of Common Pleas of Franklin County, who shall be the third arbitrator. The arbitrator shall meet promptly and hear both sides fully and completely and both sides shall be entitled to appear and to be represented and to present all matters relevant to the dispute or difference. The decision of the arbitrators shall be made within ten (10) days and shall be binding on both the employer, the Union and the employees. Either party may require that the decision shall be reduced to writing.

ARTICLE VII

CONTINUOUS EMPLOYMENT

1. For so long as this agreement or any renewal thereof continues in force and there has been no breach of the agreement by the other party, each party agrees that there shall not be any strike, lockout, slow-down, suspension, effort to curtail sales or service or other activities of like character, it being the purpose of this agreement to establish a fair basis for cooperation and continuous dealing between the Employer and the Union and all employees. Pending the settlement of differences in the manner aforesaid, neither side shall claim that there has been a breach of this agreement so as to make this clause ineffective but each side will continue to cooperate as hereinabove provided.

2. The Union agrees to require of its members that at all times there be frank and open dealings with the Employer and that any member who fails to comply with the spirit of this agreement shall be disciplined as the case may justify.

3. The Employer agrees to be equally open and frank in its dealings with the Union and to require the same spirit of cooperation from its store manager and other employees.

ARTICLE VIII

MODIFICATIONS? RENEWALS AND TERMINATIONS

The terms and provisions of this agreement may be modified, altered or changed by mutual written consent to such modifications, alterations or changes by the parties to this agreement.

This agreement shall take effect and remain in force from this 20th day of May, 1941, until and including the 31st day of March, 1942, and shall continue in force and effect from year to year unless notice in writing of intention to terminate, or modify such agreement is given by either party to the other, not less than thirty (30) days prior to the expiration date thereof, in any year.

Signed this 20th day of May, 1941, by the duly authorized representatives of the parties hereto.

Retail Clerks' International
Protective Association, Local #12

By Marlin H. Semmons
President

By J. H. Anderson
Secretary

By Gordin E. Williams
Business agent

Employer:

Rudolph J. Klemperer
Acting for all of the corporations
mentioned in the foregoing agreement.

Name of company or employers' association signing the agreement

May's Associated Stores

Retail Clerks
#12.
Columbus, Ohio
X-3-31-42

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

one Eight Stores

Number of union members working under terms of agreement

64

Number of nonmembers working under terms of agreement

none

Branch of trade covered

Retail Furniture

Date signed

May 20 1941

Date of Expiration

March 31 1942

Do you wish the agreement returned? Yes ☐ No ☒

No ☒

Kept confidential? Yes ☒ No ☐

J. Anderson
(Name of person furnishing information)

668 Southwood Ave.
(Address)

Columbus Ohio.

#10417

Name of company or employers' association signing the agreement

May Associated Stores per Rudolph J. Klemperer

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 8

Number of union members working under terms of agreement 64

Number of nonmembers working under terms of agreement None

Branch of trade covered Retail Furniture Clerks

Date signed April, 1942. Date of Expiration April, 1943

Do you wish the agreement returned? Yes No X Kept confidential? Yes X No

Donald Zierhut Sec'y.

(Name of person furnishing information)

145 Kossuth St.

(Address)

CONFIDENTIAL

#10417